

PAID-UP OIL & GAS LEASE

This Lease made this 10th day of June, 20 09, by and between:

R. Parrish Gaston and Pamela Jean Gaston (Husband & Wife)

177 Guston Run Road, Morgantown, WV 26501

hereinafter collectively called "Lessor" and **WHG Exploration, Inc.**, 356 Nicholson Loop, Morgantown, WV 26508, hereinafter called "Lessee".

WITNESSETH, That for and in consideration of the premises, and of the mutual covenants and agreements hereinafter set forth, the Lessor and Lessee agree as follows:

LEASING CLAUSE. Lessor hereby leases exclusively to Lessee all the oil and gas and their constituents, whether hydrocarbon or non-hydrocarbon, underlying the land herein leased, together with such exclusive rights as may be necessary or convenient for Lessee, at its election, to explore for, develop, produce, measure, and market production from the Leasehold, and from adjoining lands, using methods and techniques which are not restricted to current technology, including the right to conduct geophysical and other exploratory tests; to drill, maintain, operate, cease to operate, plug, abandon, and remove wells; to use or install roads, electric power and telephone facilities, and to construct pipelines with appurtenant facilities, including data acquisition, compression and collection facilities for use in the production and transportation of products from the Leasehold and from neighboring lands across the Leasehold, and such rights shall survive the term of this agreement for so long thereafter as operations are continued; to use oil, gas, and non-domestic water sources, free of cost, ~~to store gas of any kind underground, regardless of the source thereof, including the injecting of gas therein and removing the same therefrom; to protect stored gas;~~ to operate, maintain, repair, and remove material and equipment.

DESCRIPTION. The Leasehold is located in the District of Cameron, County of Marshall, in the State of West Virginia, and identified by tax/map and parcel # Map 6 / Parcel's 2, 2.1, 2.2, and bounded, now or formerly and substantially as follows:

On the North by lands of Gary M. Allen

On the East by lands of Michael Stern

On the South by lands of U.S. Route 250, Betty Lee Rose, etal

On the West by lands of U.S. Route 250, Betty Lee Rose, etal

Including lands acquired from Doris Milhoan by virtue of a deed dated April 15, 2009 and recorded in Deed Book 679, at Page 549 and described for the purposes of this agreement as containing a total of 15.62 acres, whether actually more or less, and including contiguous lands owned by Lessor.

LEASE TERM. This Lease shall remain in force for a primary term of Five (5) years from 12:00 AM June 10, 2009, and for as long thereafter as prescribed payments are made, or for as long thereafter as operations are conducted on the Leasehold in search of or production of oil, gas, or their constituents, or for as long as a well capable of production is located on the Leasehold, or for as long as extended by provision herein, or for as long as the Leasehold is used for the underground storage of gas, or for the protection of stored gas. If after the primary term the last producing well on the Leasehold is plugged and abandoned, the Leasehold will remain under lease for an additional period of one year from the date of plugging and abandonment, subject to the payment of delay rental.

PAYMENTS TO LESSOR. In addition to the bonus paid by Lessee for the execution hereof, Lessee covenants to pay Lessor, proportionate to Lessor's percentage of ownership, as follows:

(A) **DELAY RENTAL:** To pay Lessor as Delay Rental, after the first year, at the rate of One Hundred Fifty and 00/100 (\$150.00) dollars per net mineral acre, per year, payable in advance. **The parties hereto agree that this is a Paid-Up Lease with no further Delay Rental and/or Delay in Marketing payments due to Lessor during the primary term hereof.**

(B) **ROYALTY:** To pay Lessor as Royalty, less all taxes, assessments, and adjustments on production from the Leasehold, as follows:

1. **OIL:** To deliver to the credit of Lessor, free of cost, a Royalty of the equal one-eighth part of all oil and any constituents thereof produced and marketed from the Leasehold.

2. **GAS:** To pay Lessor an amount equal to one-eighth of the revenue realized by Lessee for all gas and the constituents thereof produced and marketed from the Leasehold during the preceding month. Lessee may withhold Royalty payment until such time as the total withheld exceeds Fifty dollars (\$50.00).

(C) **DELAY IN MARKETING:** In the event that Lessee does not market producible gas, oil, or their constituents from the Leasehold, Lessee shall continue to pay Delay Rental until such time as marketing is established, and such payment shall maintain this lease in full force and effect to the same extent as payment of Royalty.

(D) **SHUT-IN:** In the event that production of oil, gas, or their constituents is interrupted and not marketed for a period of six months, and there is no producing well on the Leasehold, Lessee shall thereafter, as Royalty for constructive production, pay a Shut-in Royalty equal in amount and frequency to the Delay Rental until such time as production is re-established and said payment shall maintain this lease in full force and effect to the same extent as payment of Royalty. During Shut-in, Lessee shall have the right to rework, stimulate, or deepen any well on the Leasehold or drill a new well on the Leasehold in an effort to re-establish production, whether from an original producing formation or from a different formation. In the event that the production from the only producing well on the Leasehold is interrupted for a period of less than six months, this lease shall remain in full force and effect without payment of Royalty or Shut-in Royalty.

(E) **DAMAGES:** Lessee will remove unnecessary equipment and materials and reclaim all disturbed lands at the completion of activities, and Lessee agrees to repair any damaged improvements to the land and pay for the loss of crops or marketable timber.

(F) **MANNER OF PAYMENT:** Lessee shall make or tender all payments due hereunder by check, payable to Lessor, at Lessor's last known address, and Lessee may withhold any payment pending notification by Lessor of a change in address.

(G) **CHANGE IN LAND OWNERSHIP:** Lessee shall not be bound by any change in the ownership of the Leasehold until furnished with such documentation as Lessee may reasonably require. Pending the receipt of documentation, Lessee may elect either to continue to make or withhold payments as if such a change had not occurred.

(H) **TITLE:** If Lessee receives evidence that Lessor does not have title to all or any part of the rights herein leased, Lessee may immediately withhold payments that would be otherwise due and payable hereunder to Lessor until the adverse claim is fully resolved.

(I) **LIENS:** Lessee may at its option pay and discharge any past due taxes, mortgages, judgments, or other liens and encumbrances on or against any land or interest included in the Leasehold; and Lessee shall be entitled to recover from the debtor, with legal interest and costs, by deduction from any future payments to Lessor or by any other lawful means.

WHG EXPLORATION, INC.
356 NICHOLSON LOOP
MORGANTOWN, WV 26508-3047

WARRANTY OF TITLE AND NON-INTERFERENCE: This Lease shall never be subject to a civil action or other proceeding to enforce a claim of forfeiture due to Lessee's alleged failure to perform as specified herein, unless Lessee has received written notice of Lessor's demand and thereafter fails or refuses to satisfy Lessor's demand within 60 days from the receipt of the notice.

UNITIZATION: Lessor grants Lessee the right to pool, unitize, or combine all or parts of the Leasehold with other lands, whether contiguous or not contiguous, leased or unleased, whether owned by Lessee or by others, at a time before or after drilling to create drilling or production units either by contract right or pursuant to governmental authorization. Lessee is granted the right to change the size, shape, and conditions of operation or payment of any unit created. Lessor agrees to accept and receive out of the production or the revenue realized from the production of such unit, such proportional share of the Royalty from each unit well as the number of Leasehold acres included in the unit bears to the total number of acres in the unit. Otherwise, except for Free Gas, drilling, operations in preparation for drilling, production, or shut-in production from the unit, or payment of Royalty or Delay Rental shall have the same effect upon the terms of this Lease as if a well were located on the Leasehold. If the total unitized Leasehold acreage is less than 50 percent of the total Leasehold acreage, Delay Rental will continue to be paid on the non-unitized acreage.

FACILITIES: Lessee shall not drill a well within 200 feet of any structure located on the Leasehold without Lessor's written consent. Lessor shall not erect any building or structure, or plant any trees within 200 feet of a well or within 25 feet of a pipeline without Lessee's written consent. Lessor shall not improve, modify, degrade, or restrict roads and facilities built by Lessee without Lessee's written consent.

TITLE AND INTERESTS: Lessor hereby warrants generally and agrees to defend title to the Leasehold and covenants that Lessee shall have quiet enjoyment hereunder and shall have benefit of the doctrine of after acquired title. Should any person having title to the Leasehold fail to execute this Lease, the Lease shall nevertheless be binding upon all persons who do execute it as Lessor.

LEASE DEVELOPMENT: There is no covenant to develop the Leasehold within a certain time frame, and there shall be no Leasehold forfeiture for implied covenant to produce. Provisions herein constitute full compensation for privileges herein granted.

COVENANTS: This lease and its expressed or implied covenants shall not be subject to termination, forfeiture of rights, or damages due to failure to comply with obligations if compliance is prevented by federal, state, or local law, regulation, or decree.

ARBITRATION: In the event of a disagreement between Lessor and Lessee concerning this lease, performance thereunder, or damages caused by Lessee's operations, settlement shall be determined by a panel of three disinterested arbitrators. Lessor and Lessee shall appoint and pay the fee of one each, and the two so appointed shall appoint the third, whose fee shall be borne equally by Lessor and Lessee. The award shall be by unanimous decision of the arbitrators and shall be final.

ENTIRE CONTRACT: The entire agreement between Lessor and Lessee is embodied herein. No oral warranties, representations, or promises have been made or relied upon by either party as an inducement to or modification of this Lease.

SURRENDER: Lessee may surrender and cancel this Lease as to all or any part of the Leasehold by recording a Surrender of Lease, and if a partial surrender, the Delay Rental provided in the PAYMENTS clause shall be reduced in proportion to the acreage surrendered.

SUCCESSORS: All rights, duties, and liabilities herein benefit and bind Lessor and Lessee and their heirs, successors, and assigns.

INDEMNITY: Lessee covenants and agrees to protect, indemnify and hold Lessor harmless from any and all damages, claims for damages, demands, suits, recoveries, judgments, or executions which may arise or be made, had, brought or recovered against the Lessor as a result of Lessee's operations and activities conducted pursuant to this lease; provided, however, that the foregoing indemnification will not cover loss, damage or liability arising from the intentional or negligent acts of Lessor.

IN WITNESS WHEREOF, Lessor hereunto sets hand and seal.

_____(Seal)

[Signature]

_____(Seal)

_____(Seal)

Pamela J. Gaston

_____(Seal)

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF West Virginia)

) SS:

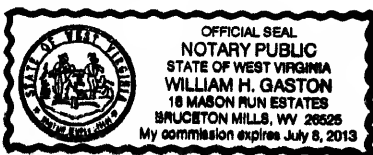
COUNTY OF Monongalia)

On this the 10th day of June, 2009 before me, the undersigned authority, personally appeared _____, who, being duly sworn according to law, depose and say that they executed the foregoing instrument for the purposes therein contained.

R. Parrish Gaston and Pamela J. Gaston (Husband & Wife)

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires July 8, 2013



[Signature]
Notary Public

Prepared by and Return To:
WHG Exploration, Inc.
356 Nicholson Loop
Morgantown, WV 26508

AFFIDAVIT OF NON-PRODUCTION / NON-COMPLIANCE

STATE OF West Virginia

COUNTY OF Marshall

R. Parrish Gaston & Pamela Jean Gaston, of lawful age, being first duly sworn on his oath, states that he is familiar with and holds an interest in the following described property, located in the District of Cameron, in the County of Marshall, in the State of **West Virginia**, being further identified as Tax Map 6
Parcels 2, 2.1, 2.2, containing 15.62 acres, more or less, and bounded formerly or substantially as follows:

On the North by lands of Gary M. Allen
On the East lands of Michael Stern
On the South by lands of U.S. Route 250, Betty Lee Rose, etal
On the West by lands of U.S. Route 250, Betty Lee Rose, etal

Affiant further states he has not received any form of payment either as a shut-in of for production of oil and/or gas on said land for a period of at least twelve (12) consecutive months immediately preceding the date of this writing.

Further, affiant saith naught.

R. Parrish Gaston
Pamela Jean Gaston

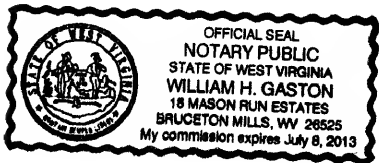
INDIVIDUAL ACKNOWLEDGEMENT

STATE OF West Virginia)
) SS:
COUNTY OF Monongalia)

On this the 10th day of June, 2009 before me, the undersigned authority, personally appeared R. Parrish Gaston & Pamela Jean Gaston, who, being duly sworn according to law, depose and say that they executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires July 8, 2013



William H. Gaston
Notary Public

OIL AND GAS LEASE BONUS & RENTAL AGREEMENT

Regarding that certain OIL and GAS LEASE (hereinafter referred to as "Agreement") dated June 10, 2009, by and between R. Parrish Gaston & Pamela Jean Gaston (Husband & Wife)

as Lessor and WHG Exploration, Inc., as Lessee, covering 15.62 acres of property located in the District of Cameron, County of Marshall, State of West Virginia, it is understood and agreed as follows:

In addition to the consideration to be paid in above referenced Agreement, WHG Exploration, Inc., agrees to pay Five Thousand Eight Hundred Fifty Seven and 50/100 dollars as a Paid-Up rental fee for the above referenced Agreement.

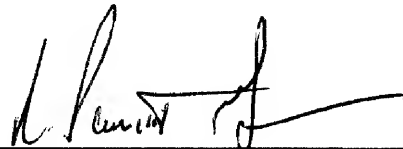
Paid-Up rental fee: \$ **5,857.50**

Total Due: \$ **5,857.50**

The above listed signing bonus will be paid to the Lessor within thirty (30) days from date of lease signing and subject to approval of title by Lessee.

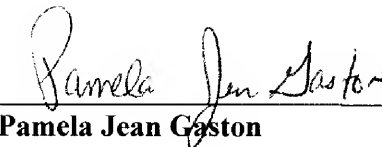
Signed by parties for identification:

By: _____
WHG Exploration, Inc.



R. Parrish Gaston

JAN PEST
MARSHALL County 11:58:36 AM
Instrument No 1275193
Date Recorded 09/28/2009
Document Type O&G
Book-Page 686-117
Recording Fee \$5.00
Additional \$6.00



Pamela Jean Gaston

STATE OF WEST VIRGINIA, MARSHALL COUNTY, SCT.:

I, JAN PEST, Clerk of the County Commission of said County, do hereby certify that the annexed writing, bearing date on the 10th day of June, 2009, was presented for and by me, admitted to record in my office upon the above certificate as to the parties therein named this 28th day of September, 2009, at 11:58 o'clock A.M.

TESTE:  Clerk.